

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/12/2003

Contract/Lease Control #: C03-0982-EMI-53

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: DESTIN FIRE CONTROL DISTRICT

Lessor:

Effective Date: 8/11/2003 \$0

Term: INDEFINITE

Description of Contract/Lease: ADVANCE LIFE SUPPORT PARTNERSHIP

Department Manager: PUBLIC SAFETY

Department Monitor: D. VILLANI

Monitor's Telephone #: 651-7150

Monitor's FAX #: 651-8082

Date Closed:

Interlocal Agreement

Advanced Life Support Fire Engine Partnership Program

This Interlocal Agreement, entered into this 11th day of August, 2003, by and between the Okaloosa County Board of County Commissioners, Florida, a political subdivision of the State of Florida, hereinafter called the "County" and the Destin Fire Control District hereinafter called the "Fire District".

Witnesseth

CONTRACT: ADVANCE LIFE SUPPORT
PARTNERSHIP
CONTRACT NO.: C03-0982-EMI-53
DESTIN FIRE CONTROL DISTRICT
EXPIRES: INDEFINITE

Whereas, the Fire District and the County seek to enhance EMS service through a partnership; and

Whereas, the Fire District already responds to emergencies as First Responders along with Okaloosa County Emergency Medical Services (EMS); and

Whereas, the Advanced Life Support (ALS) Fire Engine Partnership Program provides for a Fire District Paramedic to provide ALS service; and

Whereas, the Fire District will operate the permitted fire engine(s) as ALS engine(s) only when appropriately equipped and staffed by Fire District Paramedics; and

Now, Therefore, in consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the County and Fire District agree as follows:

Section I: County's Responsibility

1.0 The following specific services, duties, and responsibilities will be the obligation of the County, regarding the ALS Engine Partnership Program:

1.01 The County Department of Public Safety, Division of EMS, as sole licensed provider of advanced life support under Chapter 401, Florida Statutes (1999) and Chapter 64E-2, Florida Administrative Code (2001), is authorized to permit, under the County EMS license, mutually agreed Fire District fire engines as non-transporting ALS vehicles for the purpose of enhancing EMS responses.

1.02 The County Department of Public Safety, Division of EMS, agrees to provide the Fire District with sufficient medical equipment, medications, drugs, and supplies to insure the Fire District's non-transporting ALS vehicle is in full compliance with the Florida State Statute as it applies to ALS non-transporting vehicles.

Section II: Destin Fire Control District Responsibility

- 2.0 The Fire District shall provide and perform the following specific services, duties, and responsibilities regarding the ALS Fire Engine Partnership Program.
 - 2.01 The Fire District must receive written authority from the County Department of Public Safety for each fire engine they wish to be State permitted in the ALS Fire Engine Partnership Program.
 - 2.02 The Fire District will maintain the ALS Fire Engines permitted by the State at Fire District stations and will respond to EMS calls as directed by the County Medical Director's protocol within their assigned zone.
 - 2.03 The Fire District paramedics will attend initial and ongoing training required by the County EMS Medical Director. Any training required to be attended other than on duty will require approval of the Fire Chief.
 - 2.04 The Fire District shall not operate the permitted fire engines as ALS engines unless appropriately equipped and staffed with Fire District paramedics.

Section III: Operating Procedures

- 3.0 The Fire District paramedics will meet the same requirements and perform under the same authorization by the County EMS Medical Director as employees of the County EMS.
- 3.1 The County EMS Medical Director and/or Department of Public Safety reserve the right to withdraw privileges for functioning as a paramedic in this program. Such infractions may include, but are not limited to, violations of State EMS rules, County EMS protocols, and other similar infractions and shall be subject to appeal by the Fire District in accordance with Section IV.
- 3.2 The first paramedic on the scene of a medical rescue call shall be in command of the scene until: A) if Fire District paramedic, he/she transfers the patient to the County EMS paramedic for transport; or B) if County EMS paramedic, he/she releases the ALS Fire Engine back to service. Both Fire District and County paramedics shall work together to insure the best possible outcome for the patient.
- 3.3 The Fire District paramedic must act only within the scope of respective duties as directed by the County EMS Medical Director.
- 3.4 The Fire District paramedic will follow medical treatment protocols approved by the County EMS Medical Director.
- 3.5 All requests and coordination with the County EMS Medical Director shall be solely through the County Department of Public Safety.

Section IV: Resolution of Conflicts

- 4.0 If the two governing entities' Standard Operating Procedures, chain of command, or any other unforeseen circumstances come into conflict regarding emergency medical patient care, these issues will immediately be decided in the following manner:
1. First and foremost by the medical needs of the patient.
 2. Should issues arise that are unavoidable, the chain of command, within each department will come together in an attempt to resolve those issues. The equivalent levels of each department will move up the chain of command if necessary.

Section V: Agreement Term

- 5.0 This Interlocal Agreement shall remain in force and effect from the date first executed by both parties and shall terminate upon written notice of termination of the same.
- 5.1 Upon execution of this Interlocal Agreement and for the length of time the agreement remains intact, the Fire District agrees not to submit application for a Certificate of Public Convenience and Necessity. The County or Fire District may terminate this Interlocal Agreement upon ninety-(90) days written notice to each other.
- 5.2 Upon execution of this Interlocal Agreement, the Fire District agrees to meet yearly, or more often if necessary, for the purpose of amending this document, if needed.
- 5.3 This Interlocal Agreement may be periodically amended from time to time upon mutual consent of both parties, being the District's Fire Chief and the County's Public Safety Director .

Section VI: Insurance

- 6.0 The Fire District and County shall maintain insurance in the minimum amounts and types as required by Florida State Statutes.
- 6.1 The Fire District and County agree that either party may be self-insured on the conditions that all self-insurance must comply with all State laws and regulations.
- 6.2 The Fire District and County will insure its respective employees for negligence, malpractice, errors, and omissions. The Fire District is responsible for the action or inaction of its employees in all litigation.
- 6.3 If an employee sustains a work-related injury, his/her employer will provide Workers Compensation coverage. The Fire District and County acknowledge the possibility of third party claims.

Section VII: Miscellaneous


- 7.0 This Interlocal Agreement shall be governed by and construed under the laws of the State of Florida.
- 7.1 It is understood that both parties, prior to services, must execute this Interlocal Agreement, duties and responsibilities described heretofore.
- 7.2 Prior to its effectiveness, this Interlocal Agreement and any subsequent amendments shall be filed with the Clerk of Courts for the Circuit Court for Okaloosa County pursuant to FS 163.01 (II). The County shall file said agreement as soon as practical after approval and execution of both parties.

In Witness Whereof, the parties hereto have caused this Interlocal Agreement to be executed by their appropriate officials, as of the date first written.


Attest
Clerk of the Circuit Court

Board of County Commissioners of

By: *Gary J. Stanford*
Gary J. Stanford, Deputy Clerk



By: *Paula L. Riggs*
Paula L. Riggs, Chairman



BCC approved September 2, 2003

Approved as to legal form:
By: *John R. Dowd*
John R. Dowd, County Attorney

Attest:
By: *Shanda Martin*
Title: District Clerk
Date: 8/11/03

Destin Fire Control District
By: *Thomas Green*
Title: Chairman

ADVANCED LIFE SUPPORT ENGINE PARTNERSHIP PROGRAM

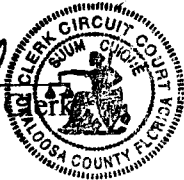
**Hold Harmless Agreement
Between
Okaloosa County Board of Commissioners
and
Destin Fire Control District**

To the extent permitted by law and as limited by pursuant to the provisions of Section 768.28 Florida Statutes, the Destin Fire Control District and the Okaloosa County Board of Commissioners (hereafter referred to as "County") agree to hold harmless the other, their employees, and agents against any and all claims and damages by or on behalf of any person, employee, or legal entity arising from their respective negligent acts pursuant to this agreement to allow employees of the Destin Fire Control District to occupy and ride in County vehicles. Nothing is intended to alter either party's immunity in tort or otherwise impose liability on the Destin Fire Control District or the County when it would not otherwise by law be responsible.


Dated: September 2, 2003
Attest:

Board of County Commissioners,
Okaloosa County, Florida

By: Gary J. Stanford
Gary J. Stanford, Deputy Clerk



By: Paula L. Riggs
Paula L. Riggs, Chairman



Approved as to legal form:
By: [Signature]
John R. Dowd, County Attorney

Destin Fire Control District
By: [Signature]
Title: CHAIRMAN
Dated: 8/11/03

Approved as to legal form:
By: [Signature]
Title: MATTHEW W. BURNS
Attorney for: Destin Fire Control District

Matthew W. Burns, Attorney

Post Office Box 1226

Destin, Florida 32540

Telephone (850) 837-8445 • Facsimile (850) 650-0400

July 22, 2003

Destin Fire Control District
P.O. Box 276
Destin, FL 32540

Attn: Chief Dixon

Re: Proposed Interlocal Agreement/
ALS Fire Engine Partnership Program

Dear Chief Dixon:

At your request, I have reviewed the proposed Interlocal Agreement pertaining to the Advanced Life Support Fire Engine Partnership Program.

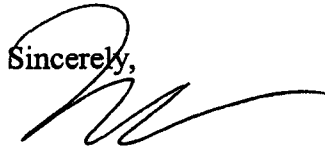
The proposed Interlocal Agreement in its present text conforms to the provisions of Chapter 401, Florida Statutes, and, upon adoption by both the Fire District and the Board of County Commissioners of Okaloosa County, Florida, will constitute a valid component of the intergovernmental Memorandum of Understanding between the Fire District, as First Responder, and Okaloosa County, as Licencee, which is required pursuant to Section 401.435, Florida Statutes.

The subject matter and content of the proposed Interlocal Agreement are contemplated by Chapter 401, Florida Statutes, specifically Section 401.23(1), (13), and (16); Section 401.25; Section 401.26; and 401.435, and the agreements stated therein are within the scope of authorization derived from those statutes.

The decision to adopt the Interlocal Agreement or not rests within the discretion of the Board of Directors of the Fire District.

I do not recommend any changes to the form or content of the proposed Interlocal Agreement prior to its consideration by the Board of Directors for adoption.

Sincerely,



Matthew W. Burns

MWB/stm

DESTIN FIRE CONTROL DISTRICT

RESOLUTION NUMBER 03-01

WHEREAS, the Board of Fire Commissioners of the Destin Fire Control District, Okaloosa County, Florida on August 11, 2003, held a public hearing as required by Florida Statute 200.065 whereas upon a motion, adopted the following resolution:

WHEREAS RESOLVED: That the Destin Fire Control District would adopt the Interlocal Agreement between the Okaloosa County Board of County Commissioners as presented and attached with the letter of opinion from the district attorney, Matthew Burns.

Motion made by: Leo Lively
Motion seconded by: TONY KENT
Motion carried UNANIMOUS

DULY ADOPTED this 11 day of August, 2003.

DESTIN FIRE CONTROL DISTRICT
BOARD OF COMMISSIONERS



Chairman


ATTESTED



Wanda Martin, District Clerk

ADDENDUM #1

TO INTERLOCAL AGREEMENT

BETWEEN

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

AND

DESTIN FIRE CONTROL DISTRICT

A. PURPOSE:

The purpose of this ADDENDUM TO THE INTERLOCAL AGREEMENT is to modify the existing agreement under **Section II: Destin Fire Control District Responsibility**, specifically section 2.03, to include specific ride along time by the fire paramedics. The addendum will read as follows:

2.03 The Destin Fire Control District paramedics will attend initial and ongoing training required by the County EMS Medical Director and approved by the Fire Chief. This will include two 24-hour shifts on Okaloosa County EMS ambulances annually.

B. AGREEMENT:

The fire paramedics may accomplish this ride time on their regular duty shift with the Fire Department. Two twenty-four (24) hour shifts per calendar year will be scheduled through the Okaloosa County Shift Training Officer and documented by the EMS liaison officer within the Fire Department and the county Shift Training Officer.


Those fire paramedics who are employed with Okaloosa County Department of Public Safety as emergency relief staff and maintain their minimum monthly hours will be exempt from this ride time.

C. COMMENCEMENT/EXPIRATION DATE: This addendum is executed as of the date of last signature and is effective until terminated.


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

DESTIN FIRE CONTROL DISTRICT

OKALOOSA COUNTY



Tuffy Dixon, Chief



Richard Brannon, Purchasing Director

9-10-07

Date

9/12/07

Date